EXHIBIT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

ECP COMMERCIAL I LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CASE NO.: 15-cv-02247-STA-cgc**
	)	
BOAZ SHOPPING CENTER LLC *et al.*,	)	
	)	
Defendants.	)	
	)	

CONSENT JUDGMENT IN MORTGAGE FORECLOSURE

Upon the Motion for Entry of Consent Judgment filed by ECP Commercial I LLC ("Plaintiff") and the consent thereto of defendants Boaz Shopping Center LLC, Eden Shopping Center, LLC, Mayodan Shopping Center, LLC, Newton Shopping Center, LLC, Plainview II Shopping Center, LLC, Pueblo West Shopping Center, LLC (the "Shopping Center Defendants") and Jeffrey H. Farmer, Jr, as collection agent (together with the Shopping Center Defendants, the "Defendants"), and it appearing that the Shopping Center Defendants have defaulted on their obligations under the Notes and Mortgages at issue herein, as more fully described and defined in the January 29, 2016 Second Amended Complaint For Foreclosure, Appointment of a Receiver, and Injunctive Relief by Plaintiff; and it further appearing that Plaintiff is the holder of the Notes and Mortgages at issue in this action; and it further appearing that under the Notes and Mortgages, as of June 1, 2015, the Shopping Center Defendants owe $36,067,244.35 to Plaintiff, together with additional attorneys' fees and costs incurred by Plaintiff through the conclusion of this matter less the amount received from and/or attributable to the Shopping Center Defendants; and it further appearing that the Mortgages at issue in this action secure the indebtedness; and it further appearing that Plaintiff is the current owner and holder of the Notes and Mortgages; and it further appearing that Defendants have and hereby do consent to judgment, on the terms and conditions set forth below; it is, accordingly, on this ___________ day of ______________________, 2016 hereby:

ORDERED, ADJUDGED, and DECREED that judgment is entered, in favor of Plaintiff, ECP Commercial I LLC and against Defendants Boaz Shopping Center LLC, Eden Shopping Center, LLC, Mayodan Shopping Center, LLC, Newton Shopping Center, LLC, Plainview II Shopping Center, LLC, Pueblo West Shopping Center, LLC, and Jeffrey H. Farmer, Jr. as follows:

a. Fixing the total amount due under the Notes and Mortgages at $36,067,244.35 which is inclusive of the unpaid principal balance, interest, fees and costs in the amounts set forth above, together with continuing per diem interest thereon in the amount of $4,351.63 per day from and after June 1, 2015 until the Mortgaged Properties are sold at foreclosure sales as described below, together with any and all other amounts advanced by Plaintiff during the pendency of this action, together with additional costs and attorneys' fees incurred through the confirmation and completion of the foreclosures; and

The Cedartown Property

b. Foreclosing all right, title, lien and equity of redemption, which Defendants and all those claiming by, through or under Defendants have or had in the Cedartown Property located in Polk County, Georgia, as more fully described in Exhibit A hereto; and

c. Ordering that the Cedartown Property be sold at public foreclosure sale on or after ________________________, 2016 with the Receiver appointed in this action having the power and authority pursuant to 28 U.S.C. § 2001, et seq. to conduct said public foreclosure sale on such terms and conditions as it shall advertise and directing that Plaintiff be paid from the proceeds of such sale the amounts due on the Notes and Mortgages with interest, advances, fees and costs; and

d. Ordering that Plaintiff may become a purchaser of the Cedartown Property at the sale; and

e. Ordering that Defendants receive proper notice of the foreclosure sale and that Defendants shall have the ability to bid on the Cedartown Property at any such sale on the same terms and conditions as the public at large; and

f. Ordering that the purchaser at such sale be awarded a writ of possession; and

g. Ordering that this Court shall retain jurisdiction over this matter following the entry of this Order and through the completion of the foreclosure sale of the Cedartown Property; and

The Eden Property

h. Foreclosing all right, title, lien and equity of redemption, which Defendants and all those claiming by, through or under Defendants have or had in the Eden Property located in Rockingham County, North Carolina, as more fully described in Exhibit B hereto; and

i. Ordering that the Eden Property be sold at public foreclosure sale on or after ________________________, 2016 with the Receiver appointed in this action having the power and authority pursuant to 28 U.S.C. § 2001, et seq. to conduct said public foreclosure sale on such terms and conditions as it shall advertise and directing that

Plaintiff be paid from the proceeds of such sale the amounts due on the Notes and Mortgages with interest, advances, fees and costs; and

j. Ordering that Plaintiff may become a purchaser of the Eden Property at the sale; and

k. Ordering that Defendants receive proper notice of the foreclosure sale and that Defendants shall have the ability to bid on the Eden Property at any such sale on the same terms and conditions as the public at large; and

l. Ordering that the purchaser at such sale be awarded a writ of possession; and

m. Ordering that this Court shall retain jurisdiction over this matter following the entry of this Order and through the completion of the foreclosure sale of the Eden Property; and

The Mayodan Property

n. Foreclosing all right, title, lien and equity of redemption, which Defendants and all those claiming by, through or under Defendants have or had in the Mayodan Property located in Rockingham County, North Carolina, as more fully described in Exhibit C hereto; and

o. Ordering that the Mayodan Property be sold at public foreclosure sale on or after ________________________, 2016 with the Receiver appointed in this action having the power and authority pursuant to 28 U.S.C. § 2001, et seq. to conduct said public foreclosure sale on such terms and conditions as it shall advertise and directing that Plaintiff be paid from the proceeds of such sale the amounts due on the Notes and Mortgages with interest, advances, fees and costs; and

p. Ordering that Plaintiff may become a purchaser of the Mayodan Property at the sale; and

q. Ordering that Defendants receive proper notice of the foreclosure sale and that Defendants shall have the ability to bid on the Mayodan Property at any such sale on the same terms and conditions as the public at large; and

r. Ordering that the purchaser at such sale be awarded a writ of possession; and

s. Ordering that this Court shall retain jurisdiction over this matter following the entry of this Order and through the completion of the foreclosure sale of the Mayodan Property; and

The Pueblo Property

t. Foreclosing all right, title, lien and equity of redemption, which Defendants and all those claiming by, through or under Defendants have or had in the Cedartown Property located in Pueblo County, Colorado, as more fully described in Exhibit D hereto; and

u. Ordering that the Pueblo Property be sold at public foreclosure sale on or after ________________________, 2016, with the Receiver appointed in this action having the power and authority pursuant to 28 U.S.C. § 2001, et seq. to conduct said public foreclosure sale on such terms and conditions as it shall advertise and directing that Plaintiff be paid from the proceeds of such sale the amounts due on the Notes and Mortgages with interest, advances, fees and costs; and

v. Ordering that Plaintiff may become a purchaser of the Pueblo Property at the sale; and

w. Ordering that Defendants receive proper notice of the foreclosure sale and that Defendants shall have the ability to bid on the Pueblo Property at any such sale on the same terms and conditions as the public at large; and

x. Ordering that the purchaser at such sale be awarded a writ of possession; and

y. Ordering that this Court shall retain jurisdiction over this matter following the entry of this Order and through the completion of the foreclosure sale of the Pueblo Property.

BY THE COURT:

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